

.....

**HERSHEY’S WHATCHAMACALLIT NAMING CONTEST  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. CONTEST ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.**

**The Hershey’s Whatchamacallit Naming Contest (“Contest”) is sponsored by The Hershey Company (“Sponsor”), 19 E. Chocolate Ave., Hershey, PA and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.**

**1. CONTEST PERIOD:** The Contest begins on June 1, 2020 at 12:00:01 PM Eastern Time (“ET”) and ends on June 15, 2020 at 11:59:59 PM ET (“Submission Phase”) and is followed by a judging phase (“Judging Phase”), which begins June 16, 2020 at 12:00:01 AM ET and ends June 26, 2020 at 11:59:59 PM ET (collectively, the “Contest Period”). The Administrator’s computer is the official time keeping device for this Contest.

**2. HOW TO ENTER: NO PURCHASE NECESSARY TO PARTICIPATE IN CONTEST.** There are three ways to enter the Contest:

**A. Online:** During the Submission Phase, an eligible entrant must visit <https://whatchamacallitcontest.com> (“Website”) and enter his/her valid e-mail address and the information requested on the entry form, which may include, without limitation: his/her first and complete last name (no initials); valid e-mail address; phone number; street address (no P.O. Boxes will be allowed); city, state; and zip code. Entrant must then follow the on-screen prompts to either submit text copy or upload a photograph of his/her idea to name the new Hershey candy bar (“Submission”). **All Submissions must comply with the restrictions outlined in Section 3 below.**

**B. Twitter:** During the Submission Phase, an eligible entrant must log on to his/her Twitter Account and either Tweet text copy or a photograph showing his/her idea to name the new Hershey candy bar along with @whatchamacallit and the hashtags #whatchamacallit and #contest (also a “Submission”). Entrant must follow @whatchamacallit during the Contest Period and for a period of 30 days thereafter for prize notification purposes.

**C. Instagram:** During the Submission Phase, an eligible entrant must log on to his/her Instagram Account, and post either text copy or a photograph showing his/her idea to name the new Hershey candy bar along with @whatchamacallit\_bar and the hashtags #whatchamacallit and #contest (also a “Submission”). Entrant must follow @whatchamacallit\_bar during the Contest Period and for a period of 30 days thereafter for prize notification purposes.

There is a limit of three Submissions per day during the Submission Phase (1 online, 1 via Twitter, and 1 via Instagram). Each Submission should be unique and an entrant cannot submit the same Submission more than once for an entry into the Contest. If more than three (3) Submissions per day (1 online, 1 via Twitter, and 1 via Instagram) are received from the same person, telephone number, Twitter account, Instagram account and/or e-mail address, the Submissions may, at the Sponsor’s sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address, account, or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address, account, or multiple identities to participate in the Contest, then that entrant, in Sponsor’s sole discretion, may not be eligible to win a prize. A “day” is defined as starting at 12:00:01 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on June 1, 2020 when a day is defined as starting at 12:00:01 PM ET and ending at 11:59:59 PM ET.

If an entrant participates on Instagram, he/she must have an Instagram account. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires entrant to agree to Instagram’s Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operates its

services, Submissions from Instagram users with "protected" accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received. If an entrant participates on Twitter, he/she must have a Twitter account. Entrants may create a Twitter account at no cost by logging on to <http://twitter.com>. Use of Twitter will be subject to that service provider's privacy policy and terms of use. The Twitter privacy policy and terms of use are available at: <https://twitter.com/privacy/> and <https://twitter.com/tos/>. Due to the way Twitter operates its services, all relevant Tweets must be public in order for the Submission to be eligible. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter.

Submissions must be received during the Contest Submission Phase to be eligible to win. The computer of the Administrator is the official time keeping device for this Contest. Proof of posting a Submission does not constitute proof of delivery or receipt of Submission. Any attempt to submit more than the maximum number of Submissions using multiple/different email addresses, social media accounts, identities or any other methods may void that entrant's Submission. Submissions generated by a robotic, programmed, script, macro or other automated means will be disqualified. No other forms of Submissions are valid other than those set forth above. The Sponsor reserves the right to disqualify any Submission that it determines, in its sole discretion, is not in compliance with these Official Rules. By participating, entrants agree to these Official Rules, which are final and binding in all respects.

If an entrant enters the Contest on his/her mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

- 3. ENTRY REQUIREMENTS:** BY SUBMITTING A SUBMISSION, ENTRANT ACKNOWLEDGES THAT HIS/HER SUBMISSION MAY BE POSTED ON SPONSOR'S WEBSITES, IN SPONSOR'S DISCRETION. Submitting a Submission grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, adapt, edit, modify and publicly perform the Submission in any way, in whole or in part, and to use the Submission alone or in combination with other works, as solely determined by Sponsor, in

commerce and trade and in any and all media now known or hereafter discovered, without limitation and without consideration to the entrant and without right of notice, review or approval of any such use of the Submission. Sponsor reserves the right to, and may or may not, monitor/screen Submissions prior to posting them to a Website. Once a Submission is submitted in the Contest, it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

By entering, you acknowledge that Sponsor has no obligation to use or post a Submission you submit. Any Submission that is deemed by the Sponsor, in its sole discretion, to be offensive, immoral, obscene, profane, defamatory, not in keeping with the image of the Sponsor, or in violation of these Official Rules, including the submission requirements ("Submission Requirements") set forth in this Section 3, will be void. Each Submission:

- Must be in English;
- Photos must comply with Twitter's or Instagram's posting requirements depending upon the platform on which the Photograph is posted;
- Photo Submissions submitted online must be in one of the following formats: .JPEG, .JPG, or .PNG;
- Photo Submissions submitted online must not exceed 8 MB;
- Instagram and Twitter Submissions must contain the hashtags #whatchamacallit and #contest;
- Must be entirely the original work of the entrant (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, submissions that belong to others, entries of other people, quotes from other people, or parodies of other people);
- Must not have been submitted previously in a promotion of any kind;

- Must have approval from any persons appearing in the Submission and the entrant must be able to provide express written consent of every such person appearing in the Submission (or if such person is a under 18 years old, then express written consent of the minor's parent/guardian) to Sponsor and/or Administrator if requested;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include personally identifiable information;
- Sponsor discourages use of any logos, brand names or trademarks other than Sponsor's, which Sponsor has granted entrant a limited license to use for purposes of this Contest. Use of logos, brand names or trademarks may be permitted provided such brand names or logos are not prominently featured. Sponsor reserves the right to disqualify any Submission, if Sponsor believes, in its sole and absolute discretion, that there is any inappropriate use of a logo, brand name, or trademark;
- Must comply with all other Submission Guidelines and Requirements and provisions of these Official Rules;
- Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - any cruelty to, or mistreatment in any way of animals;
  - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred

or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and

- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

**NOTE:** If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Official Rules, Sponsor reserves the right, in its sole discretion, to disqualify the entrant and the Submission will not be eligible to win.

SUBMISSIONS POSTED TO THE WEBSITE, TWITTER AND INSTAGRAM WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligations to entrant. Sponsor reserves the right, in its reasonable discretion, to waive the Contest Submission Requirements set forth herein and during or upon completion of the Contest Submission Phase, to request that any entrant resubmit his or her Submission which fails to comply with the Contest Submission Requirements prior to winner selection. Sponsor reserves the right to edit or modify any Submissions as needed. By submitting your Submission, you agree that your Submission is gratuitous and made without restriction and will not place Sponsor under any obligation, that Sponsor is free to disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the Submission without any additional compensation to entrant, and that your Submission conforms to the Submission Requirements set forth herein. Entrant acknowledges that, by acceptance of a Submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant. By submitting a Submission, you warrant and represent that the Submission: (i) is your original work; (ii) has not been previously published; (iii) has not won previous awards; (iv) does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; (v) that you have obtained permission from a

person whose name, likeness or voice is used in the Submission and (vi) that the publication or use of the Submission via various media including web posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless, Sponsor, Contest Entities (defined below in Section 6), Twitter, Inc. and Instagram LLC (“Releasees”) from any claims to the contrary. Any entrant whose work includes the likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor’s use of such Submission, upon request, prior to award of prize.

**SPONSOR’S IP AND GENERAL SUBMISSION TERMS:** Sponsor grants entrants a limited, revocable, non-sublicensable license to use Sponsor’s name, product, trademarks and logos (collectively, “Sponsor’s IP”) for the sole purpose of participating in this Contest. Entrants are not permitted to make any further use of Sponsor’s IP for any purpose whatsoever. In addition, entrants recognize that all rights, title, and interest in Sponsor’s IP shall vest exclusively to the Sponsor, and entrant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor’s IP except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor’s IP rights are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor’s IP in any forum. Entrants agree that the use of Sponsor’s IP is permitted only for the purpose of making a Submission in this Contest, and that any use of Sponsor’s IP (whether in the Submission or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

Each entrant retains ownership of his/her Submission. Each entrant hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right (a) to post and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials provided by the entrant with the entrant’s Submission or otherwise through the Contest (“Contest Materials”), (b) to publicly perform or display, import, broadcast or transmit, distribute (directly and indirectly) license, offer to sell and sell, rent, lease, or lend copies of

the materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. This license expressly includes a right (but not the obligation) for Sponsor to modify Entries to remove any third party intellectual property. Additionally, each entrant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Contest Materials for publicity purposes, as well as any other purpose associated with the Contest.

EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZES STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

- 4. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”) (1):** The prize is \$5,000 cash, a one year supply of Whatchamacallit candy bars (awarded as one case of standard sized bars), and the winner’s Submission candy bar name along with his/her first name and last initial may be printed on Whatchamacallit candy bars (as determined by Sponsor in its sole discretion) (“Prize”). There will be no more than one Prize in the Contest. The ARV of the Prize is \$5,432.

The Prize will not be redeemed or exchanged for cash, except where required by law. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes by re-judging according to the Judging Criteria. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute the Prize of equal or greater value in case of unavailability of the Prize.

- 5. JUDGING/SELECTION OF WINNERS:** During the Judging Phase, all eligible Submissions will be judged by qualified judges selected by Sponsor in its sole discretion (“Judges”). The Judges will score each Submission according to the following weighted criteria: (i) “Relevance to the Brand”: 34%; (ii) “Creativity”: 33%; and (iii) “Originality”: 33%. All of these factors determine the Submission’s overall “Judges’ Score.” The one Submission that receives the highest Judges’ Score will be the potential winner, subject to verification of eligibility and compliance with these Official Rules. In the event of any ties, the highest score in criteria (i) “Relevance to the Brand” will be used to break any ties. If there is still a tie, the tied Submissions will be re-judged to determine the winner. If the winner is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Submission with the next-highest Judges’ Score will be named the potential winner. Administrator’s, Judges’ and Sponsor’s decisions shall be final and binding in all matters pertaining to the judging and selection of the winner.
- 6. ELIGIBILITY:** This Contest is offered to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age or older at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, and companies involved in the implementation and execution of the Contest (collectively “Contest Entities”) and each of their respective immediate family members (*i.e.*, spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. Void where prohibited by law. All applicable federal, state, and local laws and regulations apply.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

- 7. GENERAL TERMS:** No substitution of Prize is offered, no transfer of Prize to a third party is permitted, and non-cash portions of the Prize may not be redeemed for cash value (unless at the sole discretion of Sponsor). Void wherever prohibited by law. Prize winner will be solely responsible for all applicable federal, state and local taxes on the Prize unless otherwise required by law. Winner will receive an IRS Form 1099 for the retail value of the Prize. All other expenses on the receipt and use of the Prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of the Prize not accepted by the winner will be forfeited. Winner's first name, last initial, hometown and state will be disclosed on Winner's List which will be distributed upon request and as required by law. No groups, clubs or organizations may reproduce or distribute any portion of these Official Rules to its members. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the Judges. The Submission information provided is subject to the Sponsor's Privacy Policy. To read Sponsor's Policy, please visit [https://www.thehersheycompany.com/en\\_us/home/privacy-policy.html](https://www.thehersheycompany.com/en_us/home/privacy-policy.html). Entrants are providing their information to Sponsor and not to Instagram or Twitter.
- 8. WINNER NOTIFICATION:** On or about June 29, 2020, the potential winner will be notified via e-mail if the winning Submission was submitted via the Website, via Direct Message on Twitter if the winning Submission was posted on Twitter, or via Direct Message on Instagram if the winning Submission was posted on Instagram (the "Notification"). The potential winner must then respond to the Notification within three calendar days and provide his/her complete first and last name (no initials), street address (no PO Boxes), city, state, Zip Code, valid e-mail address, and date of birth. The potential winner will be required to execute an Affidavit of Eligibility, a Liability Release and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") within five business days from the date that the e-mail containing the documents is sent to the winner. If the potential winner fails or refuses to sign and return all Prize Claim Documents within the five business day time period, the potential winner may be disqualified, at the Sponsor's sole discretion. The potential winner may be subject to a background check before the Prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect

negatively on the Sponsor. Upon verification of eligibility, the winner will be contacted regarding Prize fulfillment. The Contest Entities shall not be held responsible for any delays in awarding the Prize for any reason. If the potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize or, if Sponsor or its authorized designee is unable to contact the potential winner, the Prize may be forfeited, and in the Sponsor's sole discretion, may be awarded to the entrant with the Submission that received the next-highest Judge's Score, as determined by Sponsor in its sole and absolute discretion. If the Prize is unclaimed, unredeemed or any portion thereof returned as undeliverable, it will be forfeited. Prize is not transferable and includes only the items specifically listed as part of the Prize. Any portion of the Prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the Prize won. Approximate retail value is as of the time these Official Rules were printed and the value of the Prize may fluctuate. The winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Prize will only be awarded to a verified winner. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize will not be re-awarded. Contest Entities shall not be held responsible for any delays in awarding the Prize for any reason.

- 9. CONDITIONS:** All entrants, as a condition of entry into the Contest, agree to release Releasees from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses of any kind to persons including death or property which may be sustained directly or indirectly with the receipt, ownership, use or misuse of the Prize awarded, or while preparing for, participating in or traveling to or from any Prize-related activity or for any typographical or other error in these Official Rules or the announcement of offering of the Prize. The winner shall bear all risk of loss or damage to the Prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of the Prize. Except for residents of Tennessee and where prohibited by law, winners grant, and agree to confirm this grant in writing if requested, to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known the

winner's name, address, voice, statement, picture or other likeness, without additional review, notification or compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

**10. LIMITATIONS OF LIABILITY:** The Releasees assume no responsibility for: (a) lost, illegible, late, misdirected, delayed or incomplete, Submission, posts, Tweets, comments or emails; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Websites, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of Submission or other information or the failure to capture, or loss of, any such information; and (b) any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Contest; any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Websites. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with Submission process or operation of Contest or Websites, to be acting in violation of the terms of the Websites or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor and Contest Entities are not responsible for injury or damage to entrants' or any other person's computer related to or resulting from participating in this Contest or downloading or copying materials from or use of Websites. If, for any reason, Contest, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Contest, and determine winner from all non-suspect, eligible Submissions received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute as to the identity of an

entrant who entered via Twitter and/or Instagram, the authorized account holder of the Twitter and/or Instagram account used to enter will be deemed to be the entrant and must comply with these Official Rules. The authorized account holder is deemed to be the natural person who is assigned the particular social media account by the social media platform operator. In case of dispute as to the identity of an entrant who entered via the Website, the entry will be declared made by the primary account holder of the e-mail account associated with the e-mail account used to enter the Contest. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. Sponsor is not responsible for any change of social media account information, email address, mailing address and/or telephone number of entrants and it is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her social media account, e-mail address, mailing address and/or telephone number during the Contest Submission Phase.

CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. DISPUTE RESOLUTION:** Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Sponsor, shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for

actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**12. WINNERS' LIST:** To obtain the name of the winner, send a properly stamped self-addressed business sized envelope to: The Whatchamacallit Naming Contest– Winner List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by September 7, 2020.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. Any questions, comments or complaints regarding this Contest should be directed to Sponsor and not to Instagram or Twitter.

Instagram is a registered trademark of Instagram Inc. All rights reserved.

Twitter is a registered trademark of Twitter, Inc. All rights reserved.